

AGREEMENT

Made this 27th day of January, 2004 between North Country Stone, Inc. a Vermont Corporation, John Byors, individually, Jon F. Conant, individually (hereinafter collectively referred to as "North Country") and Elizabeth B. Akerley a/k/a Bonnie Akerley and Angelo Zakas (hereinafter sometimes referred to as "Investors"). For consideration paid and in consideration of the mutual promises and obligations as set forth below, the Parties agree as follows:

Purpose:

1. North Country is in the business of mining, producing and distributing marble products and Investors have provided financial assistance in various ways including four particular notes, two dated January 17, 2003, one dated February 14, 2003 and one dated March 19, 2003. This agreement is to modify the terms of each of those agreements.

Note dated January 17, 2003 (1):

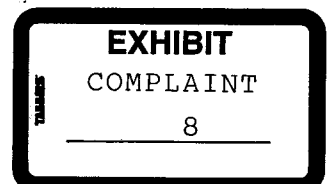
This note is to Akerley in the original principal amount of \$50,000.00 and was originally to mature January 17, 2004. This note contains a provision which allows a "rollover" of all principal and interest due for another year on the same terms. The parties agree to this rollover and therefore The sum of \$100,000.00 has effectively been re-invested and the sum of \$200,000.00 will now be due and payable on or before January 17, 2005.

Note dated January 17, 2003 (2):

This note is for a total principal amount of \$50,000.00 divided \$30,000.00 to Akerley and \$20,000.00 to Zakas. The parties have agreed that on payment of \$30,000.00 to Akerley and \$20,000.00 to Zakas that the \$50,000.00 principal amount will remain in place on the same original terms. The sum of \$100,000.00 will now be due to the Investors on or before January 17, 2005 (to be divided between the Investors according to their proportionate share).

Note dated February 14, 2003:

This note was for the original principal amount of \$40,000.00 (\$25,000.00 Akerley and \$15,000.00 Zakas) and was due in six months. Upon payment of interest due at maturity, this loan was extended for a period of one year from the original due date. The sum of \$80,000.00 is now due and payable to the Investors on or before August 14, 2004.



Note dated March 19, 2003:

This note was for \$30,000.00 principal (\$15,000.00 from each investor) and was originally due in six months. This note was extended until September 19, 2004.

Additional Provisions:

As of January 26th, Akerley has provided additional funding in the original principal amount of \$325,000.00. North Country agreed to pay all of Akerley's expenses associated with her acquisition of the funds to advance to North Country. One expense which has yet to be determined is whether Akerley will have to pay a pre-payment penalty on the funds advanced to North Country when she is paid under the January 26, 2004 note. North Country agrees that any prepayment penalty related to the funds advanced to North Country constitute an "expense" which North Country will pay to Akerley if and when incurred. The parties agree to negotiate the terms of payment of the penalty when the specific terms of the pre-payment penalty are actually known.

The parties agree that this contract may be construed as a Massachusetts contract governed by Massachusetts Law. Both parties agree that the courts of Massachusetts shall have jurisdiction over any dispute hereunder.

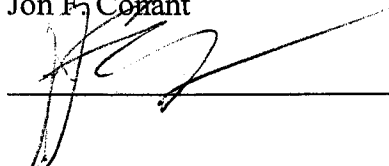
In the event of a breach of this agreement by either party, the non-breaching party shall be entitled to all costs and expenses of enforcement, including reasonable attorney's fees.

Witness our hands and seals this 27th day of January, 2004.

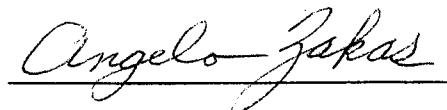
North Country Stone, Inc.



Jon F. Conant

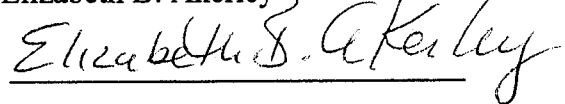


Angelo Zakas



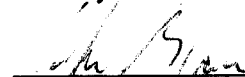
Angelo Zakas

Elizabeth B. Akerley



Elizabeth B. Akerley

John Byors



John Byors

LIST OF CURRENT NOTES

1. JANUARY 17, 2003

Original principal \$50,000.00 - Bonnie Akerley. \$100,000.00 due 1/17/04. Contains rollover provision. Now due 1/17/05 for \$200,000.00.

2. JANUARY 17, 2003

Original principal \$50,000.00 – Bonnie \$30,000.00, Angelo Zakas \$20,000.00. Due 1/17/04. Upon payment of interest due now extended to 1/17/05 on same terms. (\$100,000.00 divided proportionately).

3. FEBRUARY 14, 2003

Original principal \$40,000.00 – Bonnie \$25,000.00, Angie \$15,000.00. Was due 8/14/03. Upon payment of interest, extended to 8/14/04. (\$80,000.00)

4. MARCH 19, 2003

Original principal \$30,000.00 (\$15,000.00 each). Was due 9/19/03. Extended to 9/19/04. (\$90,000.00). Will verify payments with B&A.

5. JUNE 5, 2003

Original principal \$40,000.00 – Bonnie \$30,000.00, Angie \$10,000.00. Is due 6/5/04. (\$80,000.00).

6. AUGUST 21, 2003

Original principal \$30,000.00 (\$15,000.00 each) Due 8/21/04.